

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MILLING, BENSON, WOODWARD, LLP)	CIVIL ACTION NO.: 4:20-cv-00239
Plaintiff)	DISTRICT JUDGE: HUGHES
v.)	
)	
OLGA PAVOVNA BLAKLEY, M.D.))	MAG. JUDGE: BRAY
Defendant)	
)	SECTION: L(5)
)	

OLGA P. BLAKLEY M.D., OPPOSITION TO MOTION FOR REMAND

Respondent in this matter, Olga P. Blakley, M.D. ("Dr. Blakely") with respect submits this opposition to the motion for remand filed by plaintiff Milling, Benson, and Woodward, LLP ("Milling") pursuant to Local Rule 6.

1. Summary of Facts

This case is a lawsuit by Milling against Dr. Blakley for attorney's fees arising out of a legal engagement where Milling was hired to represent Dr. Blakley in connection with a Louisiana State Board of Medical Examiners ("LSBME") matter. Milling was hired by Dr. Shawn Irshan Chaudary D.C. ("Dr. Chaudary"), who worked adjacent to Dr. Blakley at the Medical and Diagnostic Clinic, who paid for the Milling engagement. Dr. Chaudary made the decision to hire Milling Benson in Dr. Blakley's case, and he paid their retainer and relied on what Mr. Pizza said about his and his firm's experience and alleged expertise. Milling's attorney handling Dr. Blakley's case was Normand Pizza, who quoted an initial cost estimate of \$10,000, which soon expanded to \$50,000.00, and later \$100,000.00. Milling's work was principally performed from May – September, 2014, for which Milling billed Dr. Blakley \$108,884.94.

Milling unilaterally terminated their representation of Dr. Blakley by letter on November 4, 2014. However, work in earnest by Milling ceased on or about September 23, 2014, when Milling issued a “stop work order” in connection with Dr. Blakley’s case, after they overcharged in excess of over \$100,000 more than services performed by other attorneys in locality for the similar or same cases – less than \$7,000 for successful outcome as compared to over \$108,000 for Milling’s failed representation, which is neither reasonable nor ethical . On August 20, 2015, Dr. Blakley sued Milling *pro se* in the Civil District Court (Case No. 15-8274) alleging malpractice and various breaches of duty, voiding the contract. Later, Milling sued Dr. Blakley, instituting the removed case on December 7, 2015.

2. Dr. Blakley’s Removal of this Case is Warranted.

Dr. Blakley’s January 22, 2020 notice of removal asserts diversity jurisdiction, 28 U.S.C. § 1332, because Dr. Blakley (a Texas resident) and Milling (a Louisiana-domiciled partnership) are completely diverse, and the amount in controversy is greater than \$75,000. (*See*, e.g. R. Doc. 1, at paragraph 1). In her notice of removal, Dr. Blakley pleads for a refund of amounts in excess of \$100,000.00, paid to Milling (R. Doc. 1, at p. 4) and for compensation of \$220,000.00 in legal expenses incurred as a result of Milling’s actions. (R. Doc. 1, at p. 1).

This Court is also vested with original jurisdiction because Milling’s suit against Dr. Blakley invokes federal question jurisdiction under 28 U.S.C. § 1331, under both the 7th Amendment’s right to jury trial, and the 14th Amendment’s due process clause. (R. Doc. 1, at p. 6). Based on the foregoing, Dr. Blakley has a reasonable basis for seeking removal, and this matter should remain in Federal Court. District Court’s apply a more liberal standard of reasonableness to *pro se* litigants, as Dr. Blakley in context of this removal. *U.S. Bank Nat’l Ass’n for Chase Mortg. Fin. Corp. Multiclass Mortg. Pass-Through Certificates Chaseflex Tr. Series 2006-1 v. First*

Morgan, 299 F. Supp. 3d 1202, 1210 (D.N.M. 2017); *HSBC Bank USA, Nat. Ass'n v. Manuel*, 2010 WL 3366410, at *2 (N.D. Cal. Aug. 25, 2010) (stating “[i]n view of defendants’ pro se status, the Court declines to order an award of fees and costs.”)

3. Conclusion

For reasons set forth herein, Milling’s motion for remand and costs and fees should be denied, and this matter should proceed in federal court. Further, Dr. Blakley has a reasonable basis for removal, and consequently Milling’s request for costs and fees should be denied.

Olga P. Blakley M.D.

Respectfully Submitted,

BRUNO & BRUNO, LLP

/s/ Olga P. Blakley, M.D.

Olga P. Blakley, M.D., *Pro Se*

CERTIFICATE OF SERVICE

E-MAILED - NO ACCESS TO E-FILE

I certify that on March 23, 2020 I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, which will send a notice of the electronic filing to all counsel of record.

Olga P. Blakley M.D.

/s/ Olga P. Blakley, M.D.

Olga P. Blakley, M.D.